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CKO DK T BK 3,388 PG 145
CKO DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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700 Cherrington Parkway
Coraopolis, PA 15108
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Document Title(s)
Subordination Agreement
ELS# : 12805551

Grantor(s) (Name, address, & phone)
Haywood Binion
5184 Silverton Drive,
Olive Branch, MS, 38654
662-890-9675
Additional grantors on page

Grantee(s) (Name, address, & phone)
Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104
605-575-6900
Additional Grantees on page

Prepared by (Name, address, & phone)
Robin D. Bryant
Green Tree Servicing LLC
Mortgage Amendments Dept
7360 South Kyrene Road T316
Tempe, AZ, 85283
1-888-679-6377

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter)
Being Lot 171, Section B, Southbranch Subdivision, Section 25, Township 1 South, Range 7
West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 89, Pg 38, in the
Office of the Chancery Clerk of Desoto County, Mississippi, to which plat ref is hereby made for
a more particular description
Full legal Description on Exhibit A

This instrument was prepared by:
Green Tree Servicing LLC

When Recorded return to:
Green Tree Servicing LLC
Mortgage Amendments Department
7360 South Kyrene Road T316
Tempe, AZ 85283

SUBORDINATION OF DEED OF TRUST

Acct# 89814658

MERS Phone 1-888-679-6377
MIN# 100052200002982131

Subordination Agreement is null and void if: Not recorded within 90 days of acknowledgment date, corrections or changes are made or provisions defined herein are not met.

WHEREAS, Mortgage Electronic Registration Systems, Inc. ("MERS"), which is acting solely as nominee for the Lender, Franklin American Mortgage Compsny, and whose address is P.O. Box 2026, Flint, MI 48501-2026, and holder of a Deed of Trust in the amount of \$\$28,300 dated April 11, 2006 and recorded April 13, 2006, as Instrument No. N/A, Book 2449, Page 578, hereinafter referred to as "Existing Deed of Trust", on the following described property,

Property Description:

Being Lot No. 171, Section B, Southbranch Subdivision, Section 25, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 89, page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

Subject to Declaration of Covenants, Conditions and Restrictions of record in Book 484, page 197; and all matters shown on plat of record in Plat Book 89, page 38, in the Chancery Clerk's Office for DeSoto County, Mississippi.

Property Address: 5184 Silverton Drive, Olive Branch MA 38654

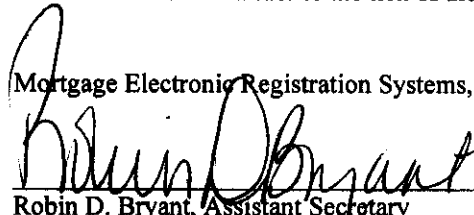
WHEREAS, Bank of America, N.A., is the investor, hereinafter referred to as "Investor", for the note that is secured by the Existing Deed of Trust;



WHEREAS, Haywood Binion, a single man, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

WHEREAS, it is necessary that the new lien to Wells Fargo Bank, N.A., its successors and/or assigns, which secures a note in the amount not to exceed Two Hundred Thirteen Thousand Dollars and 00/100 (\$213,000.00), hereinafter referred to as "New Deed of Trust", be a first lien on the premises in question,

WHEREAS, MERS and the Investor are willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust with the condition that there are no funds from the closing disbursed to the Owners;

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, MERS and the Investor hereby subordinate the lien of the Existing Deed of Trust to the Lien of the New Deed of Trust conditioned upon the above-referenced provisions, so that the New Deed of Trust will be prior and superior in all respects and with regard to all funds advanced thereunder to the lien of the Existing Deed of Trust.

Mortgage Electronic Registration Systems, Inc.

 Robin D. Bryant, Assistant Secretary

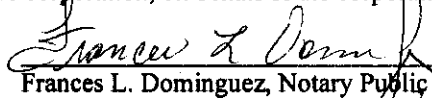
Witness 1  Cindy S. Wright
 Witness 2 

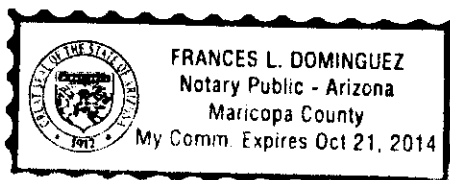
Erin Nelson

STATE OF ARIZONA

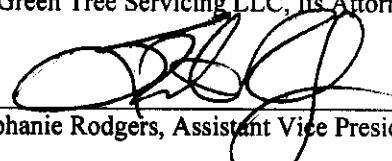
COUNTY OF MARICOPA

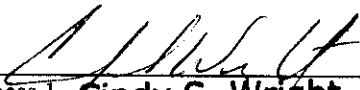
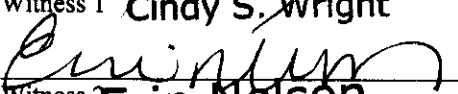
The foregoing instrument was acknowledged before me this 8/14/11 by Robin D. Bryant, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.


 Frances L. Dominguez, Notary Public
 Commission Number 177840



Bank of America, National Association
By Green Tree Servicing LLC, Its Attorney-in-Fact

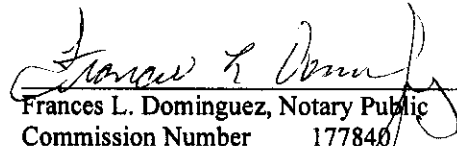

Stephanie Rodgers, Assistant Vice President

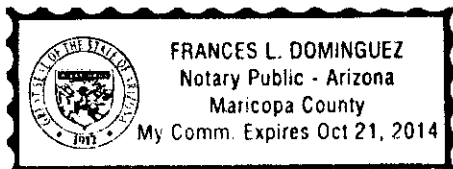

Witness 1 Cindy S. Wright

Witness 2 Erin Nelson

STATE OF ARIZONA

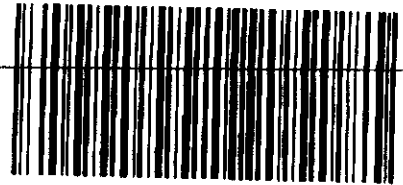
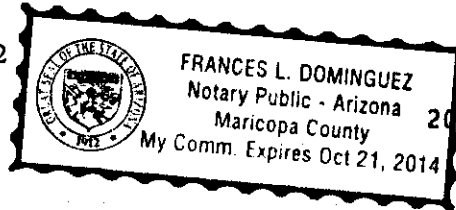
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 01/14/11 by Stephanie Rodgers, Assistant Vice President of Green Tree Servicing LLC, a Delaware corporation, as Attorney-in-Fact for Bank of America, National Association, on behalf of the corporation.


Frances L. Dominguez, Notary Public
Commission Number 177840



When Recorded Return To:
 Green Tree Servicing LLC
 Attn: Document Custody, T322
 7360 South Kyrene Rd
 Tempe, AZ 85283



OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2009-0027242 01/13/09 01:16 PM
 5 OF 5

PALUMBA

Exhibit "B"

I HEREBY CERTIFY THIS TO BE A
 TRUE AND EXACT COPY OF THE ORIGINAL

Frances L. Dominguez

LIMITED POWER OF ATTORNEY

TO:	GREEN TREE SERVICING LLC
FROM:	Bank of America, National Association
DATED:	11/3/08
FOR:	BOA 2nd Lien Mortgage Loan Transfer – Nov 2008

POWER OF ATTORNEY

Bank of America, National Association (the "Owner") hereby appoints Green Tree Servicing LLC or any affiliate thereof that is servicing the Mortgage Loan (the "Servicer") as its true and lawful attorney-in-fact to act in the name, place and stead of the Owner for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement, by and between the Owner and Servicer, dated as of October 31, 2008 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now, therefore, the Owner does hereby constitute and appoint the Servicer the true and lawful attorney-in-fact of the Owner in the Owner's name, place and stead with respect to each Mortgage Loan serviced by the Servicer pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases, subordinations, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance or recordation of filing of said documents.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Owner in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by the Servicer as a payment under a Mortgage Loan.

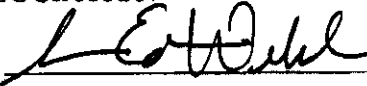
The Owner intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

The Owner further grants to its attorney-in-fact full authority to act in any manner reasonable, proper and necessary to exercise the foregoing powers, and ratifies every such act that Servicer may lawfully perform in exercising those powers by virtue hereof.

The Servicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, the Owner has executed this Limited Power of Attorney this
3rd day of November, 2008.

BANK OF AMERICA, NATIONAL
ASSOCIATION

By: 

Title: SVP

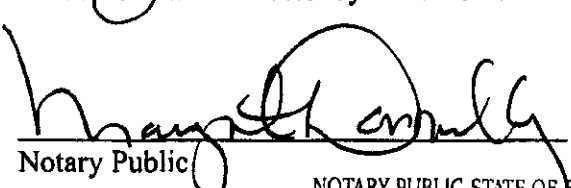
STATE OF FLORIDA)

) ss.

COUNTY OF Duval)

On this 3 day of November, 2008, before me appeared Susan Edris Welsh, to me personally known, who, being by me duly sworn, did say that he/she resides at Ponte Vedra Beach, FL, that he/she is the Senior Vice President of Bank of America, National Association, a National Bank, the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of such company.

[Stamp]


 Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 Margaret Dannelly
 Commission # DD584774
 Expires: AUG. 29, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires

Order No.: **12805551**
Loan No.: **0289088098**

Exhibit A

The following described property:

Being Lot No. 171, Section B, Southbranch Subdivision, Section 25, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 89, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

Assessor's Parcel No: 1-07-7-25-10-0-00171-00